

House File 2473

H-8143

1 Amend House File 2473 as follows:

2 1. By striking everything after the enacting clause and
3 inserting:

4 <Section 1. Section 384.84, subsection 4, paragraph d,
5 subparagraph (1), Code 2022, is amended to read as follows:

6 (1) Residential or commercial rental property where
7 a charge for water service is separately metered and paid
8 directly to the city utility or enterprise by the tenant is
9 exempt from a lien for delinquent rates or charges associated
10 with such water service ~~if the~~. The landlord gives shall
11 provide written notice to the city utility or enterprise that
12 the property is residential or commercial rental property and
13 that the tenant is liable for the rates or charges. A city
14 utility or enterprise may require a deposit not exceeding the
15 usual cost of ninety days of water service to be paid to the
16 utility or enterprise. Upon receipt, the utility or enterprise
17 shall acknowledge the notice and deposit. A written notice
18 shall contain the name of the tenant responsible for charges,
19 address of the residential or commercial rental property that
20 the tenant is to occupy, ~~and~~ the date that the occupancy
21 begins, and if known to the landlord, the forwarding address
22 of the tenant. The city shall provide to the landlord, upon
23 request by the landlord if the landlord includes an electronic
24 mail address or if the city maintains an electronic method
25 of communication of the required information, the name of
26 the person responsible for payment of the water service, the
27 address the city has on file to send the bill to, and the date
28 that the service was turned on or disconnected.

29 Sec. 2. Section 384.84, subsection 4, paragraph e, Code
30 2022, is amended to read as follows:

31 e. Residential rental property where a charge for any of the
32 services of sewer systems, storm water drainage systems, sewage
33 treatment, solid waste collection, and solid waste disposal
34 is paid directly to the city utility or enterprise by the
35 tenant is exempt from a lien for delinquent rates or charges

1 associated with such services ~~if the~~. The landlord gives
2 shall provide written notice to the city utility or enterprise
3 that the property is residential rental property and that the
4 tenant is liable for the rates or charges. A city utility or
5 enterprise may require a deposit not exceeding the usual cost
6 of ninety days of the services of sewer systems, storm water
7 drainage systems, sewage treatment, solid waste collection, and
8 solid waste disposal to be paid to the utility or enterprise.
9 A city utility or enterprise may require a deposit not
10 exceeding the usual cost of sixty days of the services of gas
11 and electric to be paid to the utility or enterprise. Upon
12 receipt, the utility or enterprise shall acknowledge the
13 notice and deposit. A written notice shall contain the name
14 of the tenant responsible for the charges, the address of the
15 residential rental property that the tenant is to occupy,
16 and the date that the occupancy begins, and if known to the
17 landlord, the forwarding address of the tenant. A change in
18 tenant shall require a new written notice to be given to the
19 city utility or enterprise within thirty business days of the
20 change in tenant. The city shall provide to the landlord, upon
21 request by the landlord if the landlord includes an electronic
22 mail address or if the city maintains an electronic method
23 of communication of the required information, the name of
24 the person responsible for payment of the water service, the
25 address the city has on file to send the bill to, and the
26 date that the service was turned on or disconnected. When
27 the tenant moves from the rental property, the city utility
28 or enterprise shall return the deposit if the charges for the
29 services of gas, electric, sewer systems, storm water drainage
30 systems, sewage treatment, solid waste collection, and solid
31 waste disposal are paid in full. A change in the ownership of
32 the residential rental property shall require written notice
33 of such change to be given to the city utility or enterprise
34 within thirty business days of the completion of the change of
35 ownership. The lien exemption for rental property does not

1 apply to charges for repairs related to a service of sewer
2 systems, storm water drainage systems, sewage treatment, solid
3 waste collection, and solid waste disposal if the repair
4 charges become delinquent unless the person responsible for the
5 charges is a tenant.

6 Sec. 3. Section 562A.6, subsection 10, Code 2022, is amended
7 to read as follows:

8 10. "*Rent*" means a payment to be made to the landlord under
9 the rental agreement, including base rent, utilities, late
10 fees, and other payments made by the tenant to the landlord
11 under the rental agreement.

12 Sec. 4. Section 562A.12, subsection 3, paragraph a, Code
13 2022, is amended by adding the following new subparagraph:

14 NEW SUBPARAGRAPH. (4) To satisfy debts for a tenant's
15 delinquent utility account.

16 Sec. 5. Section 562A.13, subsection 4, Code 2022, is amended
17 to read as follows:

18 4. The landlord or any person authorized to enter into a
19 rental agreement on the landlord's behalf shall fully explain
20 utility rates, charges and services to the prospective tenant
21 before the rental agreement is signed unless paid by the tenant
22 directly to the utility company. Nothing in this chapter shall
23 authorize a landlord to meter a premises contrary to applicable
24 law, rule, or tariff, or assess a utility charge to the tenant
25 contrary to applicable law, rule, or tariff.

26 Sec. 6. Section 648.18, Code 2022, is amended to read as
27 follows:

28 **648.18 Possession — bar.**

29 Thirty days' peaceable possession with the knowledge of
30 the plaintiff after the cause of action accrues is a bar to
31 this proceeding. A cause of action for nonpayment of rent
32 under section 562A.27 or 562B.25 accrues upon failure of the
33 tenant to cure and upon written notice of the landlord of
34 the landlord's intention to terminate the rental agreement.
35 However, in the instance of a landlord and a tenant entering

1 into a written agreement to extend the due date of the payment
2 of past-due rent in a rental period, a cause of action under
3 this chapter accrues upon nonpayment of rent at the agreed-upon
4 time, provided that such a time is no greater than sixty
5 days beyond the original due date as specified in the rental
6 agreement.>

LOHSE of Polk